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10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 JANE ROES 1-2, on behalf of
13 themselves and all others similarly
situated,

14 Plaintiffs,

15 v.

16 SFBSC MANAGEMENT, LLC; and
DOES 1-200,

17 Defendants
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Case No.: 14-cv-03616-LB

**DECLARATION OF SARAH MURPHY IN
SUPPORT OF OBJECTION TO PROPOSED
CLASS ACTION SETTLEMENT**

1 I, Sarah Murphy, declare as follows:

2 1. I am a named plaintiff and proposed class representative in the Pera v. S.A.W.
3 Entertainment, Ltd. d/b/a Condor Gentlemen's Club, 3:16-cv-00138-LB (N.D. Cal.). I have
4 personal knowledge of all facts stated in this Declaration and, if called to testify as a witness, I
5 could and would competently testify thereto.

6 2. I performed as an exotic dancer at Condor Gentlemen's Club ("Condor Club")
7 from October 2013 to February 2015.

8 3. Before filing the Pera lawsuit, I learned that there was another lawsuit against a
9 consulting company called SFBSC that was related to Condor Club and many of the other adult
10 entertainment clubs in San Francisco.

11 4. I understand that a proposed settlement has been reached in the case against
12 SFBSC. I understand that the settlement covers over 4,500 dancers who worked at eleven clubs
13 in San Francisco, including Condor Club.

14 5. I understand that the proposed settlement provides a maximum cash recovery of
15 \$800 for a dancer who worked two years or more at the clubs. I also understand because I
16 worked for about 17 months, I would receive only \$700 from the settlement. I feel that \$700 is an
17 incredibly small payment for the amount of hard work I performed at Condor Club. For nearly
18 the entire time I performed at Condor Club, I worked 3 to 4 days a week. I almost never took any
19 breaks. In addition to the many thousands of dollars I paid to the club in dance fees, tip-outs, and
20 other house fees, I provided services that earned the club a lot of money. Multiple times I helped
21 convince customers who were disappointed with other performers to stay and ultimately come
22 back to the Condor Club.

23 6. I understand that part of the SFBSC settlement provides dancers with a choice to
24 receive "coupons" for discounts on future dance fees. This option is completely useless to me
25 because I do not plan or want to perform at the Condor Club at any time in the future.

